MORTGAGE 88129271

88129271

THIS INDENTURE made March 15, 1988, by and between Kamile Kalina & Robert Henry & Sheila Ryan Henry, His Wife herein referred to as "Mortgagor", and CITY OF CHICAGO, a municipal corporation, herein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS, Mortgagor has concurrently herewith executed and delivered an installment Note bearing even date herewith in the principal sum of Fifty Four Thousand And 00/100 DOLLARS ($ 54,000.00), made payable to the Mortgagee in and by which said Note the Mortgagor promises to pay the said principal sum and interest thereon from the date of disbursement of the aforedescribed principal sum, on the balance of principal remaining from time to time unpaid at the rate of 3 percent per annum in installments (including principal and interest) as follows: Two Hundred Ninety Nine And 49/100 DOLLARS or more on the first day of July, 1988, and Two Hundred Ninety Nine & 49/100 DOLLARS or more on the first day of each Month thereafter until said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of June, 2008. All such payment on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal. All of said principal and interest are made payable at such place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee in Chicago, Illinois.

NOW, THEREFORE, the Mortgagor to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and also in consideration of the sum of ONE DOLLAR ($1.00) in hand paid, the receipt whereof is hereby acknowledge, does by these presents GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the real estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, to-wit:

Lot 29 In Block 5 In Austin's Subdivision Of The East ½ In The North East ¼ Of Section 8, Township 39 North, Range 13 Comprising The West Part Of Austinville Being Austin And Merrick's Subdivision Of The East ½ Of The North East ¼ Of Section 8 And The West ½ Of The North West ¼ Of Section 9, Township 39 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois.





Commonly Known As: 724 N. Parkside

Perm Tax No.: 16-08-206-019-0000 BAD Un

(Homestead)

Which, with the property hereinafter described, is referred to herein as the "premises",

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the City of Chicago, it being understood that the enumeration of any specific articles of property shall in no wise execlude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of Improvements, Payments of Prior Liens, Etc.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

Payment of Taxes

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefore. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

Tax and Insurance Deposits

3. Mortgagor covenants and agrees to deposit at such place as the Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then

at the office of Mortgagee in Chicago, Illinois, commencing on the day the first installment of principal and interest is payable on the Note secured hereby, and on the first day of each succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid.

a. a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on said premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to levied and assessed). Mortgagor, concurrently with the disbursement of the loan, will also deposit with Mortgagee an amount, based upon the taxes and assessments so ascertainable or so estimated by the Mortgagee, as the case may be, for taxes and assessments on said premises, on an accrual basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit in this paragraph hereinabove mentioned. All such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) for any year when the same shall become due and payable, the Mortgagor shall within ten (10) days after receipt of demand therefor deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits.

b. a sum equal to one-twelfth as estimated by Mortgagee of the annual premiums for all policies of insurance to be furnished by Mortgagor to Mortgagee hereunder. If the funds so deposited exceed the amount required to pay such premiums, the excess shall be applied on a subsequent deposit or deposits.

Mortgagee's Interest in and Use of Deposits

4. In the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to paragraph 3a or 3b hereof, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes and assessments and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested the Mortgagee in writing to make application such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited, accompanied by the bills of such taxes and assessments and insurance premiums.

Insurance

5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards as may be required by Mortgagee. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days prior written notice to the Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.





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Adjustment of Losses with Insurer and Application of Proceeds of Insurance

6. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. Such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagee elects to reimburse Mortgagor out of insurance proceeds, such proceeds shall be made available, form time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further profide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Stamp Tax

7. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

Prepayment Privilege

8. While no default exists under either the terms of the Note secured hereby or under the terms of this Mortgage, Mortgagor reserves the right to prepay at any time all or any part of the principal amount of the Note secured hereby without payment of penalties or premiums; provided, however, that no prepayment shall affect the obligation to continue to pay the regular monthly installment remaining under the terms of the Note secured hereby until the entire indebtedness has been paid.

Due on Sale

9. If within five (5) years from the date hereof the undersigned, without the prior written consent of the holder of the Note secured hereby, sell, assign or transfer,







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except if caused by the death of the undersigned, any right, title or interest in or to the premises, or any part thereof, or otherwise dispose of or encumber, by mortgage or otherwise, the premises, or any part thereof, then at the election of the holder of the Note secured hereby and without notice, the principal sum remaining unpaid on the Note secured hereby together with accrued interest thereon shall become at once due and payable.

Effect of Extensions of Time

10. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue to full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

Effect of Changes in Laws Regarding Taxation

11. In the event of the enactment after this date of any law by the State of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in such any event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

Mortgagee's Performance of Defaulted Acts

12. In case of default therein, Mortgagee may, but need not, make any payment, or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, by may not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the post maturity interest rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

Mortgagee's Reliance on Tax Bill, Etc.

13. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement or any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default

14. If (a) default be made in the due and punctual payment of said Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagor, or any Guarantor of the Note secured hereby or of this Mortgage, shall file a petition in voluntary bankruptcy or under Chapter X or Chapter XI of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter

existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) the Mortgagor, or any Guarantor of the Note secured hereby or of this Mortgage, shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor, or any Guarantor of the Note secured hereby or of this Mortgage, shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor, then and in every such case Mortgagor shall have defaulted hereunder and the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

Foreclosure: Expense of Litigation

15. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the post maturity interest rate and shall be secured by this Mortgage.

Application of Proceeds of Foreclosure Sale

16. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms whereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns as their rights may appear.

Appointment of Receiver

17. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled.



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to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

Assignment of Rents and Leases

19. To further secure the indebtedness secured hereby, Mortgagor does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avails thereunder, unto the Mortgagee, and Mortgagor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in paragraph 20 hereof) to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on such premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of paragraph 20 hereof.

The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above described premises for more than one month in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted, or otherwise discharged or compromised by the Mortgagor. The Mortgagor waives any rights or set-off against any person in possession of any portion of the above described premises. If any lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, the Mortgagor shall furnish to the Mortgagee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of said premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to paragraph 20 hereof. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

The Mortgagor further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises hereinbefore described and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph 19 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

Mortgagee's Right of Possession in Case of Default

20. In any case in which under the provisions of the Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender

to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of the Mortgagor or then owner of the premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times thereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues, and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

Application of Income Received by Mortgagee

20. The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 18 and paragraph 19 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

a. to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

b. to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

c. to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

d. to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

Mortgagee's Right of Inspection

21. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

 

Late Charge

22. In the event the Mortgagee shall, from time to time, accept payment of many installment required on the Note and under this Mortgage without exacting payment of interest at the post maturity interest rate, Mortgagee may, in lieu of such higher rate of interest, collect a "late charge" not to exceed 5 cents ($14.97) for each one dollar ($1.00) of each such delinquent installment payment to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

Condemnation

23. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagor is required or authorized, by Mortgagee's election as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as in provided in paragraph 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

Release upon Payment and Discharge of Mortgagor's Obligation

24. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

Giving of Notice

25. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to Mortgagor at 724 N. Parkside or to the Mortgagee at 318 S. Michigan, or at such other place as any party hereto may be notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

Waiver of Defense

26. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

Post Maturity Interest Rate

27. The term "post maturity interest rate" as used herein shall mean 4 % per annum.

Binding on Successors and Assigns

28. The lien of this Mortgage and all of the provisions and conditions contained





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herein shall extend to and be binding upon all heirs, successors and assigns of the Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

Captions

29. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

IN WITNESS WHEREOF, the Mortgagor has assigned this Mortgage the day and year first above written.

Kamile Kalina
Kamile Kalina

Robert Henry
Robert Henry

Sheila Ryan Henry
Sheila Ryan Henry

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, THOMAS M. LAWLOR, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Kamile Kalina, Robert Henry & Sheila Ryan Henry, His Wife

who Are personally known to me to be the same person whose name Are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed, sealed and delivered the said instrument as Their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of March, 19 88.

Thomas M. Lawlor
Notary Public

"OFFICIAL SEAL"
THOMAS M. LAWLOR
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: Nov. 9, 1988

THIS INSTRUMENT PREPARED BY:
& Return to:

M. Cunningham
Department of Housing
310 S. Michigan
Chicago, IL 60604

BOX 333-HK

88120271

(Homestead)

NOTE

$ 54,000.00

Chicago, Illinois
DATE: March 15, 1988

FOR VALUE RECEIVED, the undersigned promise to pay to the order of CITY OF CHICAGO, a municipal corporation, at its office in Chicago, Illinois (or, at the option of the legal holder of this Note, at such other place as said holder shall designate in writing), in coin or currency which, at the time or times of payment, is legal tender for public and private in the United States, the principal sum of Fifty Four Thousand And 00/100 ---------- DOLLARS ($ 54,000.00 ) and interest thereon from the date of disbursement of the above described principal sum, on the balance of principal remaining from time to time unpaid at the rate of 3 percent per annum payable in installments (including principal and interest) as follows: Two Hundred Ninety Nine And 49/100---------- DOLLARS or more on the first day of July , 1988 and Two Hundred Ninety Nine And 49/100---------- DOLLARS or more on the first day of each Month thereafter until this NOTE is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of June , 2008 . All such payments on account of the indebtedness evidenced by this NOTE shall be first applied to interest on the unpaid principal balance and the remainder to principal.

If within five (5) years from the date hereof the undersigned, without the prior written consent of the holder hereof, sell, assign or transfer, or, except if caused by the death of the undersigned, any right, title or interest in and to the premises, or any part thereof, described in the Mortgage securing this NOTE or otherwise dispose of or encumber, by Mortgage or Otherwise, the premises, or any part thereof, described in the Mortgage securing this NOTE, then at the election of the holder hereof and without notice the principal sum remaining unpaid hereon together with accrued interest thereon shall become at once due and payable.

While no default exists under the terms of this NOTE or under the Mortgage securing it, the maker hereof reserves the right to prepay at any time or part of the principal amount of this NOTE without payment of penalties or premiums; provided, however, that no prepayment shall affect the obligation to continue to pay the regular monthly installments remaining to be paid under this NOTE until the entire indebtedness has been paid.

The whole of the principal sum and interest shall become due and payable at the option of the holder hereof after default in the payment of any principal hereof or interest hereon, together with (to the extent permitted under applicable law) costs and reasonable attorneys' fees incurred by the holder hereof in collection or enforcing payment thereof. The whole of the principal sum and, to the extent permitted by law, any accrued interest shall bear interest at the rate of 5 % per annum from and after maturity, whether or not resulting from acceleration.

At the option of the holder hereof, if any payment of principal or interest shall not be made as the same becomes due and payable, interest shall be payable on the principal portion of such defaulted payment and, to the extent permitted by law, on the interest portion of such defaulted payment at the rate of 4 % per annum, and interest shall be payable on the whole of the principal sum at such rate for the subsequent duration of such default.

On default in any payment above provided for, or in the performance of any of the terms or conditions of said Mortgage, the whole unpaid principal and accrued interest shall, at the option of the holder hereof, to be exercised at any time thereafter, become due and payable at once without notice, notice of the exercise of such option being hereby expressly waived.

All persons or corporations now or at any time liable, whether primarily or secondarily, for payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, expressly waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence election, and consent that the time of said payments,



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or any part thereof, may be extended by the holder hereof and further consent that the real or collateral security, or any part thereof, may be released by the holder hereof, without in anywise modifying, altering, releasing, affecting, or limiting their respective liability or the lien of said Mortgage.

In the event of default, if this NOTE is placed in the hands of an attorney for collection or suit is brought thereon, the undersigned agrees to pay reasonable attorneys' fees and all other costs of collection.

The payment of this NOTE is secured by a Mortgage of even date herewith to CITY CHICAGO, a municipal corporation, on premises in the City of Chicago, County of Cook, State of Illinois, and this NOTE is to be construed according to the laws of said State.

Notwithstanding anything in this NOTE or said Mortgage to the contrary, neither this NOTE nor said Mortgage shall be deemed to impose on the obligors any obligation of payment except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.

Kamile Kalina

Kamile Kalina

Robert Henry

Robert Henry

Sheila Ryan Henry

Sheila Ryan Henry



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